

AMENDED EXHIBIT A

to

**Amended Chapter 11 Joint Plan of Liquidation for Flexible
Funding Ltd. Liability Co. and Instapay Flexible, LLC (as
modified or amended) [Dkt. No. 382]**

PRESERVATION OF ESTATE CLAIMS, ESTATE DEFENSES

Pending litigation, asserted, assertable, and potential claims:

1. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Marquez Brothers Southwest, Inc., including those asserted in ***Flexible Funding Ltd. Liability Co. v. Marquez Brothers Southwest, Inc.***, pending under Adversary Proceeding No. 21-04085 in the United States Bankruptcy Court for the Northern District of Texas.
2. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Marquez Brothers Nevada, Inc. including those asserted in ***Flexible Funding Ltd. Liability Co. v. Marquez Brothers Nevada, Inc.***, pending under Adversary Proceeding No. 21-4001 in the United States Bankruptcy Court for the Northern District of Texas.
3. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against El Gallo Bakery, including those in ***Flexible Funding v. El Gallo Bakery***, pending under Case No. CGC-19-578772 in the San Francisco Superior Court.
4. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against El Gall Grillo, including those in ***Flexible Funding v. El Gallo Grill***, pending under Case No. CGC-19-576659 in the San Francisco Superior Court.
5. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Fresh Packing, including those in ***Flexible Funding v. Fresh Packing***, pending under Case No. A161972.
6. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Marquez Brothers Foods, including those in ***Flexible Funding v. Marquez Brothers Foods***, pending under Case No. CGC-19-578880 in the San Francisco Superior Court.
7. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Marquez Brothers Enterprises, including those in ***Flexible Funding v. Marquez Brothers Enterprises***, pending under Case No. CGC-19-578776 in the San Francisco Superior Court.
8. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Que Moles, including

those in ***Flexible Funding v. Que Moles***, pending under Case No. CGC-19-576217 in the San Francisco Superior Court.

9. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Tijuana Produce, including those in ***Flexible Funding v. Tijuana Produce***, pending under Case No. CGC-19-576218 in the San Francisco Superior Court.
10. The claims, causes of action, defenses, and affirmative defenses of Flexible Funding Ltd. Liability Co. asserted or assertable against Tilley HVR, including those in ***Flexible Funding v. Tilley HVR***, pending under Case No. CGC-19-578523 in the San Francisco Superior Court.
11. Claims, counter-claims, cross-claims, causes of action, defenses, and affirmative defenses asserted or assertable in ***The Original Mowbray's Tree Service v. Flexible Funding***, pending under Case No. CGC-21-589522 in San Francisco Superior Court.
12. The claims, causes of action, defenses, and affirmative defenses of Instapay Flexible, LLC asserted or assertable against Post 33 Holdings, LLC d/b/a Shop and Save, LLC; Posh Property Solutions, LLC and Tavere Forrest, including those in ***Instapay Flexible, LLC v. Post 33 Holdings, LLC***, pending under Cause No. D-1-GN-21-004301 District Court of Travis County, Texas.
13. Claims, causes of action, defenses, and any and all rights of Flexible Funding Ltd. Liability Co. relating to or arising out of the settlement, or breach of the settlement agreement, with Randy Jordan and John Pressley.
14. Claims and causes of action of Flexible Funding Ltd. Liability Co. asserted and/or assertable against Graham County Land Company, L.L.C., National Civil, LLC, Randy Jordan, John Pressley, Cecil Patterson and Buck Jackson, including in connection with litigation in the U.S. Bankruptcy Court, Western District of North Carolina, Bryson City Division, Adv. Case No. 21-02000 and litigation pending in ***Flexible Funding Ltd. Liability Co. v. Graham County Land Company LLC et. al.***, Graham County Superior Court, File No. 21-CVS-142.
15. Claims and causes of action of Flexible Funding Ltd. Liability Co. relating to or arising out of transfers between Graham County Land Company, LLC and entities, including but not limited to Carver Contracting, LLC, National Civil LLC, Blue Rock Materials, LLC, Western Materials, LLC, Tar Heel Realty & Development LLC, Jordan Properties – NC, LLC, JH Steel, LLC, Slickrock Development Company, LLC, Snowbird Mountain Trout Company, LLC, and other entities in which Randy Jordan has an interest or controls.

16. Claims and causes of action of Flexible Funding Ltd. Liability Co. against entities in which Randy Jordan has any interest in or controls.
17. Claims and causes of action of Flexible Funding Ltd. Liability Co. against accountants, including but not limited to DLC CPAs, LLC and Anthony P. DeLuca (CPA).
18. Claims and causes of action of Flexible Funding Ltd. Liability Co. against co-conspirators, aiders and abettors, or other actors relating to Graham County Land Company, LLC's conduct, including but not limited to fraudulent transfer claims.
19. Claims and causes of action of Flexible Funding Ltd. Liability Co. against LSQ Funding Group, LLC, including arising out of or relating to Canfield Funding LLC, dba Millennium Funding's factoring and security agreement with Engstrom Inc.
20. Claims and causes of action of Flexible Ltd. Liability Co. against Engstrom Inc.
21. Claims and causes of action of Flexible Ltd. Liability Co. against Cherie Campion and Steven Campion.
22. Claim and causes of action of Flexible Funding Ltd. Liability Co. against co-conspirators, aiders and abettors, or other actors relating to Engstrom Inc. and/or LSQ Funding Group LLC's conduct, including but not limited to fraudulent transfer claims.
23. Claims and causes of action of Flexible Funding Ltd. Liability Co. against Bank of America and Ares Management relating to Engstrom Inc.
24. Claims and causes of action asserted or assertable arising out of the Accounts Receivable Financing Agreement between Flexible Funding Ltd. Liability Co. and Galca Group LLC.
25. Claims and causes of action of Flexible Funding Ltd. Liability Co. against Constructure, Inc. including collection actions.
26. Claims and causes of action against individuals and/or entities responsible for Flexible Funding Ltd. Liability Co. and/or Instapay Flexible, LLCs' bankruptcy and for causing damages to Flexible Funding Ltd. Liability Co. and/or Instapay Flexible, LLC.
27. Claims and causes of action against pre-petition professionals relating in any way to professional services provided to Flexible Funding Ltd. Liability Co. and Instapay Flexible, LLC.

28. Claims and causes of action of Flexible Funding Ltd. Liability Co. asserted or assertable against Brandlin and Associates, including collection violations.
29. Claims and causes of action of Flexible Funding Ltd. Liability Co. or Instapay Flexible, LLC, including collection actions, against borrower customers to the extent provided by loan documents and applicable law.
30. Claims and causes of action of Flexible Funding Ltd. Liability Co. against Education Works including collection actions.
31. Rights, interests, claims, and causes of action of Instapay Flexible, LLC against eCapital Freight Factoring (Holding) Corp. and/or its assignees or successors arising under or related to the sale of assets by Instapay Flexible, LLC to eCapital Freight Factoring (Holdings) Corp. approved by the Bankruptcy Court by order entered on November 2, 2021, under docket number 167, including actions to enforce the terms of the Asset Purchase Agreement and any and all related documents and agreements.
32. Rights, interests, claims, and causes of action of Flexible Funding Ltd. Liability Co. against eCapital Factoring (Holding) Corp. and/or its assignees or successors arising under or related to the sale of assets by Flexible Funding Ltd. Liability Co. to eCapital Factoring (Holding) Corp. approved by the Bankruptcy Court by order entered on November 19, 2021, under docket number 198, including actions to enforce the terms of the Asset Purchase Agreement and any and all related documents and agreements.
33. Claims and causes of action of Flexible Funding Ltd. Liability Co. against iLink including collection actions.
34. Claims and causes of action of Flexible Funding Ltd. Liability Co. against KidsEmbrace including collection actions.
35. Claims and causes of action of Flexible Funding Ltd. Liability Co. against Rite Staff including collection actions.
36. Claims and causes of action of Instapay Flexible, LLC. against Amazon Ecommerce including collection actions.
37. Claims and causes of action of Flexible Funding Ltd. Liability Co. asserted or assertable against TVT Capital, LLC, TTV 2.0, LLC, or any related entities (collectively, "TVT") related to TTV's dealings with Graham County Land Company, LLC.

38. Claims and causes of action relating to or arising from any agreement to which Flexible Funding Ltd. Liability Co. or Instapay Flexible, LLC is a party to, including claims to enforce any contract or agreement, or any common law tort claims

Judgments obtained:

Flexible Funding Ltd. Liability Co.:

1. Aseptic Technologies, LLC, et al.
\$782,780.21
2. Apollo Research Partners, LLC, et al.
\$411,838.00
3. Galca & Jose Guillermo Alcantar
\$1,185,846.79

Instapay Flexible, LLC:

1. E&L Wholesale LLC and Emer Herera
\$10,915.51
2. Tammy Trucking, LC and Raheam R. Goolsby
\$147,163.48

Bankruptcy Proofs of Claim of Flexible Funding Ltd. Liability Co.:

1. *In re Hill Concrete Structures*
Bankr. S.D. Cal., Case No. 19-10212
\$843,077.42 Unsecured
2. *In re Greenlight Staffing Group, Inc.*
Bankr. S.D. Fl., Case No. 19-20536
\$318,577.41 Secured
3. *In re West Coast Distribution, Inc.*
Bankr. S.D. Cal., Case No. 19-20332
\$737,221.93 Unsecured
4. *In re Country Fresh Holding Co.*
Bankr. S.D. Tex. 21-30574
\$321,984.05 Unsecured

Except as expressly set forth in the Plan, all causes of action, claims, counterclaims, defenses and rights of offset or recoupment (including but not limited to all Estate Claims, Estate Defenses and Avoidance Actions) belonging to the Debtors shall, upon the occurrence of the Effective Date, be retained by, received by and vested in the Liquidating Debtors for the benefit of the Liquidating Debtors and the Post-Confirmation Estate.

Except as expressly set forth in the Plan the rights of the Liquidating Debtors to commence, prosecute or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. No person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any cause of action against them as any indication that the Debtors' Estate or the Liquidating Debtors will not pursue any and all available causes of action (including the Estate Claims, Estate Defenses and Avoidance Actions) against any Person, except as otherwise provided in the Plan.

Unless any causes of action against a Person is expressly waived, relinquished, exculpated, released, compromised or settled in the Plan or a Final Order, the Debtors' Estate expressly reserve all causes of action (including all Estate Claims, Estate Defenses and Avoidance Actions) for later adjudication and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches, shall apply to such causes of action upon or after the confirmation or consummation of the Plan. Without limiting the foregoing, parties are advised that the Debtors specifically preserve for the Liquidating Debtors any Avoidance Actions it may hold against all parties disclosed in the Debtors' Schedules or Statement of Financial Affairs, as hereafter amended or supplemented, as having received any conveyances or transfers from the Debtors.

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